

**SANGAMON AREA  
SPECIAL EDUCATION DISTRICT**

*Articles of Agreement*

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## **SANGAMON AREA SPECIAL EDUCATION JOINT AGREEMENT**

### **ARTICLE 1 - NAME/PURPOSE**

- 1.1 This Joint Agreement shall be known as Sangamon Area Special Education District (SASED).
- 1.2 This Joint Agreement is organized pursuant to Section 10-22.31 (105 ILCS 5/10-22.31) for the purpose for providing a special education program for the students of the member school districts of SASED. SASED will be conducted and administered under *The Illinois School Code* and comply with all of the applicable rules and regulations of the Illinois Office of Education, the 23 Illinois Administrative Code, 226, the Individuals with Disabilities Education Act (IDEA), and all applicable state and federal regulations governing special education.

### **ARTICLE 2 - MISSION/VISION STATEMENTS**

- 2.1 The mission of SASED is to combine the mutual resources of member districts in providing appropriate services and facilities to benefit students with special needs.
- 2.2 The vision of SASED is to enhance students' ability to:
- achieve academically and socially
  - become responsible and productive citizens
  - learn from and adapt to an ever-changing society

### **ARTICLE 3 - ORGANIZATIONAL STRUCTURE AND MEMBER DISTRICTS**

- 3.1 The Joint Agreement is organized with an Administrative District structure and a Board of Directors as specified in Article 6 and Article 7 of this agreement.
- 3.2 The following school districts shall comprise the membership of SASED and be referred to herein as "Member District":

#### **Sangamon County**

Auburn School District #10  
Community School District #16  
Pawnee School District #11  
Pleasant Plains School District #8  
Riverton School District #14  
Tri City School District #1  
Williamsville School District #15

#### **Cass County**

AC Central #262  
Virginia #64

#### **Menard County**

Athens School District #213  
Greenvew School District #200  
PORTA School District #202

## **Macoupin County**

### **North Mac District # 34**

**3.3** A district may request membership in SASED by submitting a formal written request to the Director and to the Board of Directors by July 1 of the year prior to the year membership becomes effective. Membership must be recommended by a two-thirds majority vote of the Board of Directors and approved by the Administrative District. Membership becomes effective July 1 of the school year following approval by the Administrative District and payment of a membership fee approved by the Administrative District.

**3.4** Each Member District expressly agrees to:

- a) comply with the Articles of Agreement in their entirety.
- b) comply with all decisions from the Administrative District.
- c) fulfill its financial obligations in a timely manner.
- d) provide classroom(s) for Joint Program classes if space is available.
- e) annually conduct public awareness and screening activities designed to help each district identify children with disabilities who may need service.
- f) provide representatives for SASED committees.

## **ARTICLE 4 - VOLUNTARY WITHDRAWAL AND REMOVAL OF MEMBER DISTRICT**

**4.1** A Member District may withdraw from the Sangamon Area Special Education Joint Agreement by following the procedures provided for in the Illinois School Code (105 ILCS 5/10-22.31) or any successor statute and the procedures set forth below.

- a) A Member District that wishes to voluntarily withdraw from the Joint Agreement must hold a public hearing on the Member District's intent to withdraw at least eighteen (18) months before the proposed withdrawal date. The Member District must provide written notice of its intent to file a petition to withdraw and details of the public hearing to the other Member Districts of the Joint Agreement no less than ten (10) days before the public hearing.
- b) A Member District that intends to withdraw from the Joint Agreement must adopt a comprehensive plan in accordance with 105 ILCS 5/10-22.31(g-5). This plan must be submitted to the Member District's Regional Office of Education and should be accompanied by evidence of the public hearing and a copy of the approved resolution to withdraw.
- c) The Regional Superintendent of Schools shall notify the State Board of Education and other Member Districts of the Joint Agreement of his or her approval of the Member District's withdrawal upon certification that the following criteria are met:
  - 1) Notice of withdrawal was provided to all Member Districts;
  - 2) A public hearing was held by the withdrawing Member District's school board;
  - 3) A resolution has been passed by the withdrawing Member District's school

board; and

- 4) A comprehensive plan for the withdrawing Member District that complies with 105 ILCS 5/10-22.31(g-5).

If any of the criteria have not been satisfied, the Regional Superintendent of Schools shall notify the withdrawing Member District of the outstanding criteria to be satisfied and the process for resubmission of the withdrawal plan.

- d) A school district that meets all of the requirements to withdrawal pursuant to 105 ILCS 5/10-22.31 shall be withdrawn from the Joint Agreement on the date that the school district specifies in both the notice sent to other school districts pursuant to the Joint Agreement and the resolution passed by the board as long as the notice was given at least eighteen (18) months before.

**4.2** A Member District may be removed by the Administrative District Joint Agreement for failing to comply with the Articles of Agreement. Prior to removing a Member District, the Administrative District shall first receive recommendations from the Board of Directors and comply with procedures required by these articles and the requirements of the Illinois School Code. Notwithstanding the provisions for removal of member school districts, the Administrative District, after receiving the recommendation from the Board of Directors, may pursue any other legal remedies available to it to enforce compliance with the provisions of the Joint Agreement.

a) Upon approval of the Administrative District, the Director of SASSED shall send a written notice to the Board of Education of the Member District alleged to be in breach of the Joint Agreement, specifying the matters to justify removal of the Member District. The notice shall specify a period of time in which and by what steps such matters are to be corrected.

b) If the Member District fails to take corrective action as specified in the foregoing notice by SASSED, the Board of Directors shall, on at least 15 days advance written notice delivered by certified mail to the Superintendent of the Member District alleged to be in breach of the Joint Agreement, call a special meeting at which time the matter of the proposed removal of the Member District shall be brought before the Board of Directors for hearing and action. At such hearing, the Member District shall be permitted to appear and submit reasons why it should not be removed from membership.

c) Two-thirds vote of the entire membership of the Board of Directors shall be required to recommend the termination of membership in the SASSED Joint Agreement. Such termination shall become effective on a date determined by the Administrative District, subject to then applicable requirements of the Illinois School Code. Such termination shall not relieve the Member District of obligations incurred during its membership in the Joint Agreement.

**4.3** Any member school district which withdraws from the Joint Agreement or which is involuntarily removed from the Joint Agreement forfeits all interest and ownership claims to any of the assets of the Joint Agreement with the sole exception of any unspent Federal IDEA Part B Funds generated by students in the withdrawing Member District. For voluntary withdrawals, within twelve (12) months after withdrawal, a former Member District shall remit payment to the Joint Agreement for its proportionate share of any debt or liabilities incurred by the Joint Agreement prior to the Member District's notice of withdrawal, including the principal and interest on any bonds and notes as required by 105 ILCS 5/10-22.31.

## **ARTICLE 5 - EFFECTIVE DATE AND TERM OF AGREEMENT**

- 5.1** The Joint Agreement shall become effective upon ratification by at least two-thirds (2/3) of the Member Districts. Upon adoption of this Joint Agreement all provisions of the previous Joint Agreement inconsistent with provision of this Agreement or which are not included with this Agreement are hereby superseded. This Agreement, as revised September 13, 2011, shall remain in effect from July 1 unless revised or if the Joint Agreement is dissolved in accordance with the terms hereof or by operation of law.

## **ARTICLE 6 - ADMINISTRATIVE DISTRICT**

- 6.1** There shall be an Administrative District which administers the joint agreement. The Administrative District shall be one of the Member Districts of the Joint Agreement and shall be designated by the Board of Directors. The district so designated shall assume its responsibility as Administrative District on July 1 of each year, and shall retain these responsibilities for one year.
- 6.2** The Administrative District shall have the following powers and responsibilities:
- a)** Serve as a legal and fiscal agent for SASSED.
  - b)** Perform all responsibilities specified by The School Code, these Articles of Agreement, and such additional duties as shall be recommended by the Board of Directors.
  - c)** Upon receiving the recommendation of the Board of Directors legally employ all certified and non-certified personnel.
  - d)** Approve negotiated collective bargaining agreements, salary schedules, travel expense schedules, purchasing and personnel policies and all other regulations for the operation of SASSED, none of which shall be contrary to the specific provisions of this agreement.
  - e)** Suspend and/or dismiss certified and noncertified personnel of SASSED after receiving the recommendations of the Board of Directors. Any and all attorney fees or other costs and expenses of the Administrative District incurred in such actions shall be charged SASSED.
  - f)** May purchase or sell real estate for the benefit of SASSED after receiving the recommendations of the Board of Directors of SASSED.
  - g)** Establish annually the membership fee for school districts which wish to be members of the Joint Agreement after receiving the recommendations of the Board of Directors of SASSED.

## **ARTICLE 7 - BOARD OF DIRECTORS**

- 7.1** The Board of Education from each Member District shall designate its superintendent to represent its district on the Board of Directors of SASSED.
- 7.2** The Board of Directors shall have the following powers and responsibilities:
- a)** The Board of Directors shall be the advisory body to the Administrative District

regarding the administration of these Articles of Agreement and the operation of SASED.

**b)** Select members of the Management Committee as authorized by these Articles of Agreement.

**c)** Recommend to the Administrative District the adoption of an annual budget, and any amendments and conduct all necessary public hearings related to the adoption of the budget.

**d)** Serve as the representative of the Administrative District in collective bargaining negotiations.

**e)** Select an Administrative District.

**f)** Recommend amendments to the Articles of Agreement as provided in Article 18.

**g)** Recommend to the Administrative District a Member District to issue bonds and notes as authorized by law.

**h)** Recommend to the Administrative District the adoption of policies and procedures for the operation of SASED

**i)** Recommend to the Administrative District the employment, suspension, and/or dismissal of all SASED personnel and the terms and conditions of such employment.

**j)** Recommend to the Administrative District the purchase or sale of real estate upon the affirmative vote of at least two-thirds of the members of the Board of Directors voting at a duly convened regular or special meeting of the Board of Directors.

**k)** Recommend annually to the Administrative District the amount to be charged as a membership fee for school districts which wish to be members of the Joint Agreement.

**7.3 Meetings** - All meetings of the Board of Directors shall be subject to the *Illinois Open Meetings Act*.

**a)** Regular Meetings - The Board of Directors shall hold regular monthly meetings at a time and place so designated by the Board.

**b)** Special Meetings - Special meetings may be called by the Chairman or three or more members of the Board of Directors upon three (3) days advance oral or written notice or by electronic transmission to all other members, and shall include the time, place and business to be transacted at such meeting.

**c)** Emergency Meetings - Emergency meetings may be called by the Chairman or three members of the Board of Directors upon oral or written notice or by electronic transmission to all other members as soon as possible prior to the emergency meeting.

**d)** Voting – Each member of the Board of Directors shall have one vote.

**7.4 Quorum** -The presence of a majority of the Board of Directors shall constitute a quorum in order to conduct business. Unless otherwise provided in these Articles of Agreement or by law when a vote is taken upon any measure a majority of the votes of the Board of Directors voting on the measure shall determine the outcome of said measure.

**7.5 Public Notice of Meetings** - Public notice of all meetings of the Board of Directors shall be

given consistent with the requirement of the *Illinois Open Meetings Act*. Public notice of the schedule of regular meetings shall be given at the beginning of the fiscal year and shall state the regular dates, times, and places of such meetings.

- 7.6 Alternates** - If a member of the Board of Directors becomes incapacitated and unable to continue his/her duties as a voting member of the Board of Directors, the Member District shall designate an alternate who has administrative responsibilities in the district from which the member is employed. The alternate will serve until the member returns or is permanently replaced by the Member District.
- 7.7 Compensation** - No member of the Board of Directors shall receive salary or other compensation from SASED. However, any member of the Board of Directors may request reimbursement for expenses incurred in the performance of duties in connection with SASED, and any such expenses shall be deemed administrative costs.
- 7.8 Officers** – The following officers shall be elected at the Board of Director's first meeting of the fiscal year: Chair, Vice Chair, and Secretary of the Board.
- a)** The Chair shall call to order all regular, special, and emergency meetings of the Board of Directors.
  - b)** The Vice-Chair may call the meeting of the Board of Directors to order in the absence of the Chair and the Vice-Chair shall then serve as the Chair.
  - c)** The Secretary shall keep a complete record of the proceedings of the Board of Directors.

## **ARTICLE 8 - MANAGEMENT COMMITTEE**

- 8.1 Membership** -The Board of Directors may establish a Management Committee to assist in the performance of its functions and duties. The Management Committee shall be composed of an officer of the Board of Directors and four other members of the Board of Directors.
- 8.2 Responsibilities** - The Board of Directors shall establish rules, regulations and procedures to govern the operation of the Management Committee and may delegate to the Management Committee the authority to perform limited functions and duties of the Board of Directors in the following circumstances:
- a)** When a quorum of the Board of Directors does not exist at regular meeting of the Board.
  - b)** When an emergency occurs between the regularly scheduled meetings of the Board of Directors and a special meeting of the Board of Directors cannot be convened to address the emergency.
- 8.3 Meetings** - All meetings of the Management Committee shall be subject to the *Illinois Open Meetings Act*.
- a)** The Chair of the Board of Directors shall conduct the meeting. In the absence of the Chair, the Vice-Chair of the Board of Directors shall conduct the meetings of the Management Committee and in the absence of the Vice-Chair, the Secretary of the Board of Directors shall conduct the Management Committee meetings.



- b) Each member of the Management Committee shall have one vote.

## **ARTICLE 9 - ADMINISTRATIVE AND CENTRAL OFFICE PERSONNEL**

- 9.1** Director - The chief administrative officer responsible for the management of the SASED shall be the Director and shall have the necessary certification and approval from the Illinois State Board of Education. The Director shall be employed as provided in 6.2c of these articles and Section 10-22.31 of the School Code of Illinois, and shall be under the direct supervision and control of the Board of Directors.
- 9.2** Director Responsibilities - The Director's responsibilities shall be established by the Board of Directors and shall include, but not be limited to the following:
  - a) Recommend policies and procedures for SASED.
  - b) Perform the duties as set forth in the Director's Job Description which shall be approved by the Board of Directors and other duties as assigned by the Board of Directors.
- 9.3** Evaluation - The Director shall be evaluated by the Board of Directors annually.
- 9.4** Central Office Personnel - Such personnel shall be employed on a full or part time basis and shall be under the direct supervision and control of the director. Duties shall be as specified in job descriptions and as required by the Director.

## **ARTICLE 10 - SERVICES PROVIDED BY SASED**

- 10.1** SASED shall provide its Member Districts with specialized evaluations, technical assistance, consultation, related services, itinerant instructional services, resource and self-contained instructional services, management of Federal Grants, and such other services as approved by the Director, Board of Directors, and Administrative District except as otherwise provided in these Articles.
- 10.2** Classroom Instruction - Instructional services provided by SASED shall be implemented in the following manner except as otherwise provided in these Articles:
  - a) by Operating Districts of Joint Programs.
  - b) by individual Member Districts.
  - c) by SASED Central School.
  - d) by contractual arrangement with private or public day or residential facilities when the student's disability is of such a nature that an appropriate program cannot be provided by SASED or the Member District.
- 10.3** Itinerant Services - SASED and Member Districts shall mutually arrange for itinerant services and/or related service personnel and various types of special education teachers on an as needed basis which shall be subject to billing provisions of these Articles of

Agreement.

**10.4** School calendar and teaching assignment - Section 10-22.31 of the Illinois School Code requires all joint agreements to provide that any full-time professional worker who is employed by SASED and is assigned to provide services for more than 50% of his or her time in one school district shall not be required to work a different teaching schedule than the other professional workers in the school district. 105 ILCS 5/10-22.31. In order to implement the foregoing requirement, SASED shall ensure that the employee's work day and working conditions shall be consistent with any applicable provision of the SASED collective bargaining agreement.

**a)** Notwithstanding the foregoing, the employee's weekly assigned schedule for all Member Districts to which he or she is assigned shall be maintained, even though one or more of the Member Districts in which he or she is assigned may have a substantially different calendar year as in the case of "year round" or "modified year round" calendars.

**b)** The Director of SASED shall ensure that:

**1)** the teaching/service calendar for the employee is designed to ensure appropriate services for all districts affected by this section; and

**2)** the employee is working the required number of days as required by the employee's contract period.

**c)** "Professional worker" shall be defined for the purposes of this section as an employee who is employed in a position or positions which require certification issued by the Illinois State Board of Education.

**10.5** Transportation to and from any special education classes shall be the responsibility of the Member District for students who are residents of the Member District.

**10.6** Each student enrolled in a Joint Program of an Operating District or in SASED Central School shall be considered to be a full-time or part-time student of the Member District in which the pupil resides.

## **ARTICLE 11 - JOINT LOW-INCIDENCE SPECIAL EDUCATION PROGRAMS**

**11.1** The Board of Directors shall designate one or more Member Districts as an Operating District of a joint low-incidence special education program(Joint Program). Such Operating District shall establish, maintain, and operate the Joint Program class(es) subject to local school board approval.

**11.2** The Operating District shall provide a standard classroom area, utilities and supervision for each Joint Program class. The Operating District shall be reimbursed for each Joint Program (03) classroom for each fiscal year it operates such classroom.

**11.3** The Operating District shall purchase and provide such furniture, fixtures, and normal classroom equipment as necessary to conduct Joint Program class(es). In the event that the purchase of special education equipment other than that normally used in a regular classroom becomes necessary, the Board of Directors shall determine the method and financing of the purchase of such equipment.

- 11.4** SASED shall establish a budget for the purchase of instructional supplies for the Joint Programs which shall be purchased by SASED based upon requisition from the Operating District.
- 11.5** The class and the teacher of any such Joint Program class shall be under the direct supervision and control of the Administrators of such Operating District unless such supervision and control is in conflict with policies approved by the Board of Directors or specific language in the Collective Bargaining Agreement.

**ARTICLE 12 - INDIVIDUAL MEMBER DISTRICT PROGRAMS (04)  
(NON-JOINT PROGRAMS)**

- 12.1** SASED shall, in cooperation with Member Districts, establish special education class(es) for students attending the Member District. In the event that SASED and a Member District jointly determine on or before February 15 that the number of special education students in the Member District no longer requires a particular SASED special education class(es) in the Member District for the following school year, SASED shall eliminate the SASED class(es) prior to the beginning of the following school year.
- 12.2** The Member District shall provide a standard classroom area, utilities and supervision for each class and purchase and provide such furniture, fixtures, and normal classroom equipment as necessary to conduct the class(es).
- 12.3** The Member Districts shall purchase and/or provide any and all instructional supplies, textbooks and workbooks for all individual district programs. SASED shall provide all assessment materials for evaluation and for IEP Annual Review meetings.
- 12.4** The class(es) and the teacher(s) of any such special education class shall be under the direct supervision and control of the administrators of such Member District unless such supervision and control is in conflict with policies approved by the Board of Directors or specific language in the Collective Bargaining Agreement.
- 12.5** The certified and noncertified employees for the special education class(es) shall be employed by SASED except as otherwise provided in these Articles of Agreement.
- 12.6** The Member District may employ its own certified employees for the special education classes which it operates consistent with applicable provisions of these Articles of Agreement. For the purpose of this Article the term "certified" employees shall mean special education teachers and speech pathologists. In the event that a Member District chooses to employ the certified employees for the special education classes, the Member District (hereinafter "The District") shall comply with the following conditions and procedures, and enter into a Master Agreement that includes such conditions and procedures:
- a)** The District shall give written notice to the Board of Directors and the Administrative District by December 1 of the year preceding the year in which The District intends to employ the certified employees needed for the special education class in The District.
  - b)** The District shall give a right of first refusal for such positions to the certified employees currently assigned by SASED to the special education class of The District.

**c)** The Master Agreement between The District and SASED regarding the transfer of employees to The District shall acknowledge the reduction of the SASED special education program and the transfer of employees to The District.

**d)** The employment by The District of certified staff who are employed by SASED and who accept employment with The District shall be transferred from SASED to The District pursuant section 10-21.12 of the School Code (105 ILCS 5/10-21.12), upon the terms and conditions set forth in the Master Agreement for the transfer of employees to The District and as provided in an intergovernmental and joint agreement to be executed by and between the SASED, The District, and their respective employee associations.

The transfer of such employees shall be considered a reduction in the SASED special education program.

**e)** The transfer of certified employees from SASED to The District shall not constitute a break in service and preserves any right to remain in contractual continued service with The District to which the employee (s) would otherwise have been entitled with SASED.

**f)** The transferring certified employees' compensation, benefits, seniority, and other terms and conditions of employment with The District shall be governed by the applicable collective bargaining agreement(s) which The District has with its employees and The District's policies except as otherwise provided in these Articles and Master Agreement between SASED and The District.

**g)** Any available sick days that the transferring certified employee(s) have accumulated with SASED will be transferred to The District in lieu of being reported to the Teachers' Retirement System of Illinois.

**h)** The District will continue to be obligated to SASED for any of its respective costs related to the employment of SASED staff who taught in the special education class(es) of The District for the school year prior to the effective date of transfer.

**i)** The District shall assume any financial responsibility relating to the retirement of the employees which it employs for the special education class consistent with these Articles of Agreement.

**j)** Notwithstanding the foregoing, The District shall not hire certified employees who have given notice of their intent to retire and in such case such employees shall remain employees of SASED and continue to work in the special education class(es) of The District. In such case, The District shall pay SASED for the salaries and benefits of said employees pursuant to SASED Articles of Agreement.

**k)** The District will indemnify SASED, the SASED Administrative District, SASED's Member Districts and their respective boards, board members, and employees against any claims and costs of defending against legal action including reasonable attorney fees if such action is instituted by the employee of The District or The District's employee association in connection with the transfer of SASED personnel to The District.

If such litigation or legal action referenced above is instituted by a SASED employee or the SASED-EA then SASED shall provide the indemnification referenced above.

Any litigation referenced hereinabove shall not be settled or compromised without the

written consent of all parties entitled to such indemnification.

**12.7** In the event The District decides to employ its own certified staff for a special education class(es) in The District, special circumstances may exist that render the provisions regarding right of first refusal and transfer referenced in 12.6 inapplicable. Such "special circumstances" shall be defined as retirement, resignation, death, or discharge of the SASED employee. In such cases The District shall inform SASED of its decision by December 1 of the year preceding the year in which it intends to employ the certified employees needed for the special education class(es) in The District.

**12.8** The Member District may employ its own noncertified employees for the special education class(es) which it operates consistent with applicable provisions of the Articles of Agreement.

**a)** The Member District shall give written notice to the Board of Directors and the Administrative District by December 1 of the year preceding the year in which the Member District intends to employ the noncertified employees needed for the special education class in the Member District.

**12.9** Any post retirement bonus currently provided by SASED and/or penalties assessed by the Teachers' Retirement System of Illinois (TRS) against SASED or The District upon the retirement of any certified employee who is hired by The District shall be allocated between the parties as follows:

**a)** For certified employees who have given irrevocable notice of their intent to retire before The District gives notice of its intent to employ the certified employees for the special education class(es) in The District, any resulting SASED benefit or TRS penalties shall be pro-rated between SASED Member Districts, if applicable, and The District on the basis of the certified employee's service time.

**b)** For any other certified employee hired by The District who was currently assigned to the special education class in The District, any TRS penalties assessed shall be paid by The District.

**c)** For the purpose of this paragraph, a certified employee's service time at The District shall include all the time during which the certified employee was assigned by SASED to a position in The District plus all time that the certified employee was employed by The District; and service time at SASED shall include all time during which the certified employee was employed by SASED and assigned by SASED to any Member District other than The District.

## **ARTICLE 13 - ADMINISTRATIVE, CENTRAL OFFICE, JOINT AND INDIVIDUAL MEMBER DISTRICT PROGRAM COSTS**

**13.1** SASED shall determine the actual cost per Member District of the Administrative (01), Central Office (02), Joint (03) and Individual Member District Program (04) costs for the preceding fiscal year. This cost shall be less any receipts received in respect thereto.

**a)** In the event the actual fiscal cost of any Member District is less than its payments, SASED shall refund any excess to such Member District with each quarter distribution of state and personnel reimbursement funds for that fiscal year.

**b)** In the event such actual, final cost of any Member District is more than its payments, SASSED shall deduct such difference from each quarter distribution of state and personnel reimbursement funds for that fiscal year.

**c)** On or before the thirtieth (30th) day of each of the months of July, October, January, and April of each fiscal year, each Member District shall pay to SASSED in four (4) equal installments the total costs of the Administrative (01), Central Office (02), Joint (03) and Individual Member (04) programs as applicable.

**13.2 Administrative (01) Billing Procedures**—Each Member District shall pay to SASSED its prorata share of the Administrative (01) costs.

**a)** In the fiscal year following adoption of these Articles of Agreement, the Administrative (01) costs shall be based on 50% of the Member District's Administrative Percentage and 50% of the special education December 1 Child Count as reported to the Illinois State Board of Education the previous year. Administrative Percentage shall mean the District's 6<sup>th</sup> day student enrollment compared to the total enrollment of all Member Districts' student population. The Special Education December 1 Child Count is the percentage of the District's special education students compared to the total enrollment of special education students in all the Member Districts.

**b)** Effective beginning with the 2013-2014 school year and in all subsequent years, the Administrative (01) costs will be solely based (100%) upon the special education December 1 Child Count of the previous year.

**13.3 Central Office (02) Billing Procedures**-Each Member District shall pay to SASSED as follows:

**a)** Psychologists, Social Workers, and Service Area Administrators - Each District will be assessed costs based on the percentage of time staff is assigned to the District. Any additional time purchased by each District will be assessed as an Individual Member District Program (04) cost.

**b)** In the fiscal year following adoption of these Article of Agreement the remaining Central Office (02) costs (Vocational Coordinators, Board Certified Behavior Analyst, Diagnostics, media services, and tuition reimbursement) shall be based on 50% of the Member District's Administrative Percentage and 50% of the special education December 1 Child Count as reported to the Illinois State Board of education the previous year. In all subsequent years the Central Office(02) Costs will be solely based(100%) upon the special education December 1 Child Count of the previous year.

**13.4 Instructional Joint Program Billing Procedure** - Each Member District shall pay to SASSED its share of the instructional and related service (03) costs.

**a)** The cost for each program or service will be divided by either the number of students enrolled in the program [Community Based Education (CBE) or SASSED Central Program], or the number of minutes of service provided by the related service itinerant teachers. The number of service minutes shall be determined based upon the service needs of each student as identified in the student's IEPs.

**b)** On a quarterly basis, the number of service minutes, or number of children enrolled in CBE or SASSED Central Programs will be recomputed based upon the information contained in each child's IEP. Costs for these programs will fluctuate dependent upon the numbers for each quarter.

**13.5** Individual Member District Instruction Program (04) Billing Procedure- Each Member District shall pay to SASED the total costs of its individual programs and the total cost of any additional Psychologist/Social worker/Service Area Administrator services purchased by the District with the exception of costs incurred by the Member District for its own special education employees.

#### **ARTICLE 14 - BUDGET**

**14.1** A budget for each fiscal year shall be prepared by the Director, and shall address the following items:

**a)** The estimated Administrative (01), Central Office (02), Joint (03), and Individual Member District Program (04) costs.

**b)** The estimated proration among Member Districts of the Administrative (01), Central Office (02), Joint (03), and Individual Member District Programs (04) as determined in accordance with Article 13.

**14.2** The budget shall be presented to the Board of Directors by June of each fiscal year. This meeting shall meet the requirements under 105 ILCS 5/10-22.31(j)(b) and include a presentation on the calculation of member and usage fees for all Member Districts. The budget shall be adopted, or revised and adopted, by the Board of Directors at its regular scheduled meeting in July. The tentative budget shall be available for public inspection and so advertised thirty (30) days prior to said meeting.

**14.3** The interest earned from investments will be transferred annually to the building fund and designated for use as long term capital improvements.

#### **ARTICLE 15 - LEGAL REPRESENTATION AND COSTS**

**15.1** SASED shall retain appropriate legal counsel for all matters related to the organization, operation and provision of special education services on behalf of its Member Districts.

**15.2** The responsibility for the payment of legal costs shall be determined by the Board of Directors as follows:

**a)** Legal costs incurred will be shared on a prorata basis according to the Member Districts' administrative percentage of the costs for SASED for matters related to eligible children with disabilities, the organization and/or operation of SASED.

**b)** Legal costs incurred by SASED for matters related to ineligible children will be assessed to the Member District. SASED shall be responsible for legal costs incurred as part of an evaluation process where the child was determined to be ineligible for special education and related services.

**c)** Legal costs incurred by SASED on behalf of a Member District which, by its action, knowingly violates policies and procedures established by SASED, state regulations and/or federal regulations, will be assessed to the Member District.

**d)** SASED and the Member District shall maximize the use of the Member District's legal liability policy to share eligible expenses.

**15.3** If parents/guardians are either awarded attorneys' fees by a court of competent jurisdiction or attorneys' fees are awarded to parent/guardians through settlement, such attorneys' fees shall be assessed on the same basis as legal costs as described in these articles.

- 15.4** In all matters where SASED is providing legal defense, SASED shall make final determination regarding strategy and policy for the pending administrative or judicial proceeding, and shall closely consult with the Member District in making all such decisions. If a Member District disagrees with determinations made by SASED it may, at any time, assume responsibility for its own defense and costs.
- 15.5** The Board of Directors shall regularly review the status of all matters in which it is providing legal representation and shall make all final determinations regarding appeal or settlement.
- 15.6** If, in administrative or judicial proceedings, parents are awarded payment for independent educational evaluations, the costs of such evaluations shall be shared on a prorata basis according to the Member District's administrative percentage of costs for SASED. If parents/guardians are awarded reimbursement for an educational placement made unilaterally by them, such costs of reimbursement shall be borne by the Member District.

## **ARTICLE 16 - INDEMNIFICATION**

- 16.1** SASED shall indemnify SASED employees, volunteer personnel authorized under the Illinois School Code, student teachers and the SASED Board of Directors with respect to their positions and responsibilities to SASED as Directors, against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of their employment for SASED and/or execution of duties assigned by SASED.
- 16.2** SASED shall also provide indemnification as provided in Article 12.6 of these Articles of Agreement.

## **ARTICLE 17 - DISSOLUTION OF JOINT AGREEMENT**

- 17.1** The SASED Joint Agreement may be dissolved upon a majority vote of the Board of Education of each Member District and with the approval of the Regional Board of Trustees, consistent with applicable state law.
- a)** Upon dissolution of this Joint Agreement, all material assets shall be liquidated and the proceeds divided among the current Member Districts based upon each Member District's percentage of total enrollment. The percentage of total enrollment is determined by dividing the Member District's September 30<sup>th</sup> enrollment by the total of all Member Districts' September 30<sup>th</sup> enrollments as documented on the Fall Housing/Enrollment Report for the most recent previous September and in accordance with federal grant guidelines for assets derived from federal funds.
- b)** The Administrative District may conduct a public or private sale of the assets in order to convert the assets to cash for the purpose of the distribution described herein above. However, any such sale and/or distribution of assets shall be in compliance with all applicable state and federal statutes and regulations.
- c)** If there are insufficient assets of SASED to satisfy all liabilities, then the Member Districts shall assume the obligation to satisfy the liabilities. Such obligations shall be shared proportionately by all Member Districts, consistent with procedures specified in 17.1a above.



## **ARTICLE 18 - AMENDMENT PROPOSED/AMENDMENT CHANGE**

**18.1** This Agreement or any part hereof may be amended in the following manner:

- a)** The Board of Directors may, at any regular meeting, adopt a resolution by an affirmative vote of at least a majority of all Board Members to amend the Article of Agreement. Said resolution shall specify the present language and the proposed amendment as well as the purpose for such amendment.
- b)** The Secretary of the Board of Directors shall, within five (5) days after the adoption of the resolution, serve a copy of such resolution upon the Secretary of the Board of Education of each Member District by depositing the same in the U.S. Mail.
- c)** Such proposed amendment shall be in full force and effect and shall be binding upon all Member Districts if adopted by at least two-thirds of the Boards of Education of all Member Districts at a regular or special meeting of said Boards.
- d)** Any Member District may petition for a proposed amendment to the Articles of Agreement. The petition must be signed by two-thirds (2/3) of the members of the Board of Education of the Member District and submitted to the SASSED Board of Directors 30 days prior to a regular meeting of the SASSED Board of Directors. The Board of Directors at any regular meeting must review and vote on the proposed amendment.

## **ARTICLE 19 - EFFECT OF AGREEMENT**

**19.1** These Articles of Agreement shall be binding upon the Member Districts and their successors.

**19.2** In the event that any section or part of any section of this Agreement violates any applicable state or federal statute and/or regulations, such section or part thereof shall be invalid and therefore shall not be binding on the Member Districts. In such case the Board of Directors shall so notify each Member District. Such partial invalidation shall not in any way affect the validity of the remainder of the Agreement, which shall remain in full force and effect.